



Armis, LLC  
1597 Cole Boulevard, Suite 200  
Lakewood, CO 80401  
855-275-2875

## HOME SERVICE CONTRACT AGREEMENT – THIRTY-SIX MONTHS

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### DEFINITIONS

The words or terms included in this subsection have the following specific meaning(s) when used within this contract:

1. **YOU, YOUR:** Means the Contract Purchaser named on the Declarations Page of the contract.
2. **WE, US, OUR:** Means Armis, LLC.
3. **DECLARATIONS PAGE:** Means the page of this contract, titled "Declarations Page," that specifies the Contract Purchaser(s) information, the Vendor information, the property covered, the property type, and other key information specific to YOUR contract.
4. **ITEM:** Means a covered Appliance or System that YOU have selected and purchased from the Vendor, as listed on the Declarations Page of the contract.
5. **CONTRACT TERM:** Means thirty-six (36) months from the original purchase date.
6. **PLAN FEE:** Means the monthly amount due to US for coverage. This amount is calculated based upon the coverage options you select. YOUR covered items and Plan Fee are listed on the Declarations Page of the contract.
7. **TRADE SERVICE CALL FEES:** Means the fee you agree to pay for each Service Contractor who visits your home to diagnose a problem or perform service each time you make a service request.
8. **TOTAL ANNUAL LIMIT OF LIABILITY:** Means the maximum amount WE will pay during the most recent twelve (12) months for any required repair or replacement of all covered items. This amount is listed on your Declarations Page.
9. **CATEGORY ANNUAL LIMIT OF LIABILITY:** Means the maximum amount we will pay during the most recent twelve (12) months for each of the categories covered by your contract. This amount is listed on your Declarations Page.
10. **WAITING PERIOD:** Means the period specified on the Declarations Page.
11. **PRE-EXISTING CONDITION:** Means any defects or mechanical failures of YOUR Appliances or Systems in existence prior to the initial contract.
12. **HOME:** A permanent primary dwelling residence that is designed for the habitation and occupancy by a family or individual.
13. **GUEST UNIT:** Means an internal non-commercial structure that is less than 750 square feet and includes its own independent living facilities. These living facilities include areas for sleeping, cooking, and sanitation, and is designed for the sole use of guest persons on the premises and not rented or

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otherwise used as a separate dwelling. The Guest Unit may have a separate exterior entrance or an entrance to an internal common area accessible to the outside.

14. **GUEST HOUSE:** Means a detached non-commercial secondary structure that is less than 750 square feet with its own living area, kitchen, bathroom, and separate entrance that shares the same land lot of a larger, primary dwelling home, that is designed for the sole use of guest accommodation and not rented or otherwise used as a separate dwelling.
15. **VISUAL INSPECTION:** Means an inspection of the item to verify that it appears structurally intact and without damage or missing parts that would indicate inoperability
16. **SIMPLE MECHANICAL TEST:** Means a check of the item by turning the item on and off to ensure that it is operational. While turned on, the item should operate without causing damage, creating smoke, or showing other abnormal outcomes.
17. **SERVICE CONTRACTOR:** Means a properly licensed and/or certified contractor according to State law for the type of service being provided.

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## A. OVERVIEW

1. Coverage is provided only for the items specifically stated as covered. Items covered are subject to the limitations, exclusions and provisions stated in this contract. All other items are excluded from coverage under this contract. Please read YOUR contract carefully.
2. Coverage of covered items under this contract includes malfunctions during the contract term, as defined in Section B, caused by normal wear and tear.
3. Coverage under this contract excludes malfunctions of covered items which occur during the contract term resulting from the following situations prior to and during the contract term:
  - a. Failing to maintain the item pursuant to manufacturer's instructions and/or local regulations, ordinances, or statutes.
  - b. Rust, corrosion, or sediment, unless specifically covered (e.g. properly maintained water heaters);
  - c. Improper installations, repairs, or modifications; or
  - d. Mismatched systems where the indoor and outdoor units were not properly matched to each other in capacity or efficiency for proper operation. (e.g. if you buy an air conditioner, it must operate within the same specifications as your existing systems.)
4. Undetectable Pre-existing Conditions which are defects or mechanical failures that could not have been detected by a visual inspection and/or simple mechanical test will not be a reason to deny coverage.
5. In the event of an approved item repair or replacement, WE will pay, subject to the Category Annual and Total Annual Limits of Liability, the cost to:
  - a. Dismantle and remove defective equipment; and
  - b. Recapture, reclaim and dispose of refrigerant.
6. For any item to be covered, it must be installed for diagnosis within the confines of the main foundation of the home; an attached or detached garage; or
  - a. Properly installed air conditioning, heating electrical panel, water heater, pressure regulator, water softener, exterior well pump, septic tank and related sewage ejector pump, or pool and/or spa equipment if manufactured for outside use or located in a structure that fully protects it from the elements.

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- b. Domestic grade items or commercial grade items that are specified by the manufacturer for use in a residential application.
7. For covered malfunctions, unless otherwise specified in this contract, WE will repair or replace the covered item. WE have the sole right to determine, according to the terms of this contract, whether a covered item will be repaired or replaced. When making repairs, WE reserve the right to rebuild existing parts or components and/or to install rebuilt parts or components. When making replacements, WE are responsible for installing replacement equipment and parts of similar features, capacity, and efficiency, but not for matching dimensions, brand or color. WE are not responsible for matching any feature of an existing item that does not contribute to the primary function of that item. WE will make an effort to match the existing item(s) dimensions, brand, make/model, and color, provided the item is reasonably available.
8. Our cash payment policies and procedures:
  - a. If the combined cost of diagnosis and repair or replacement is estimated to exceed the stated contract dollar limit of liability, WE will not provide repair or replacement services, but will pay an amount equal to the limit of liability minus any amounts paid by US to third-party service contractors to diagnose the malfunction.
  - b. Instances beyond OUR control may prevent US from providing a repair or replacement of a covered item. In these instances, WE will provide YOU a cash payment in lieu of the repair or replacement services. The amount will be based on what a consumer without this contract would pay after negotiating the best price for such services in YOUR area. These instances are when, including, but not limited to:
    - i. following a response to a covered malfunction, an item would remain non-compliant with applicable laws, regulations or code requirements;
    - ii. the item is subject to a manufacturer's recall for a defect unrelated to the covered breakdown; or
    - iii. an item is not repairable and a replacement item is no longer available.
  - c. In some instances, WE may offer YOU the option of accepting cash in lieu of repair or replacement services. This offered amount is based on what WE would expect to pay (which may be substantially less than retail cost) for parts and labor for covered items less the incurred cost of the contractor's diagnosis. WE are not obliged to extend such an offer, and YOU are under no obligation to accept such an offer. If YOU accept such an offer, YOU are required to repair the item or provide a new replacement and send the acceptable proof of YOUR actual itemized costs to US before any reimbursement will be paid.
9. WE will not repair or replace malfunctions covered by a manufacturer, distributor, builder, homeowner's policy, extended warranty or other service contract.
10. This contract covers single family homes (including manufactured housing), new construction homes, and condominiums/townhomes/mobile homes with less than 10,000 square feet.
11. Items in Guest Unit are not covered unless such coverage is so identified on the Declarations Page and the appropriate additional payments are made.
12. Coverage purchased by the owner of rented property is subject to a surcharge and must be so identified at the initial purchase of this contract. Property used for commercial purposes other than a home office, is not eligible for coverage.
13. WE will pay up to the listed amount on the Declarations Page during any annual period (amounts paid in aggregate under the twelve (12) most recent monthly contracts) for any required repair or replacement of covered items. Customer is responsible for payment of any costs in excess of the limit of OUR liability for any repair or replacement of covered items.

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## B. CONTRACT TERM AND PLAN FEE

1. **CONTRACT TERM:** Means thirty-six (36) months from the original purchase date. The contract term begins upon the date stated on YOUR Declaration Page and continues for thirty-six (36) months from that date, provided Plan Fees are received by US.
  2. **ANNUAL LIMIT OF LIABILITY:** Our limit of liability is established for the most recent twelve (12) months.
  3. **TRANSFER OF OWNERSHIP:** If the covered property changes ownership during the contract term, YOU are required to call US using the Customer Service Phone Number on the Declarations Page to transfer coverage to the new owner. Failure to do so may result in no coverage.
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## C. REQUESTING SERVICE

1. **WE must be notified using the Claims Phone Number provided in the Declarations Page as soon as the malfunction is discovered and prior to expiration of the contract term.**
  - a. WE accept service requests 24 hours a day, 7 days a week.
  - b. WE will not provide service until all past due Service Call Fees and Plan Fees are paid in full.
  - c. WE will not pay or reimburse for services performed without OUR approval prior to repair or replacement.
2. Once notified, WE will authorize or request YOU to contact a Service Contractor subject to the limitations described in subsection 3 below. WE will provide payment directly to the Service Contractor for any authorized repair or replacement services, in accordance with the contract terms.
  - a. WE will determine what services constitute an emergency and will make reasonable efforts to expedite emergency service requests.
  - b. WE will accept YOUR request to expedite scheduling of non-emergency service. If the Service Contractor agrees to expedite scheduling of a non-emergency service request, YOU may be required to pay an additional fee.
  - c. WE reserve the right to obtain a second opinion at OUR expense. In the event that WE inform YOU that the malfunction is not covered under this contract, YOU have the right to request a second opinion of the cause of the malfunction. YOU must ask US for a second opinion from another Service Contractor within seven (7) days from OUR informing YOU the malfunction is not covered. In the event that the outcome of the second opinion is different than the first opinion, WE may decide whether to provide coverage under this contract. If YOU request a second opinion, YOU will be responsible for the payment of an additional Trade Service Call Fee if the outcome of the second opinion is the same as the initial opinion.
3. WE have the right, **but not the responsibility**, to select the authorized service contractor (Service Contractor) to perform the service.
  - a. If WE choose the Service Contractor, the Service Contractor will contact YOU to schedule YOUR service appointment. The appointment will be scheduled for service to be performed during normal business hours.
  - b. All Service Contractors must be properly licensed and/or certified according to State law for the type of service being provided. Payment will only be made to legally registered businesses that are routinely engaged in repairs of like items and/or systems.

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## **D. TRADE SERVICE CALL FEE**

The amount of YOUR Trade Service Call Fee is listed on YOUR Declaration Page.

1. YOU are required to pay a Trade Service Call Fee for each service request YOU submit US.
  2. If a particular repair or replacement fails within 60 days of such repair, YOU will not be charged an additional Trade Service Call Fee for the subsequent repair.
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## **E. HOME SYSTEMS PLAN**

WE will pay up to the listed amount on the Declarations Page during the most recent twelve (12) months for any required repair or replacement of any of the covered Home System Categories below. Customer is responsible for payment of any costs in excess of the limit of OUR liability for any required repair or replacement of a System in a Home System Category and for the Trade Service Call Fee listed on the Declarations Page.

### **1. AIR CONDITIONING INCLUDING DUCTWORK**

**COVERED:** All components and parts of the following Air Conditioning Systems:

- a. Ducted Central Electric Air Conditioners and Ducted Electric Wall Air Conditioners.
- b. Ductwork: Plenums, Dampers, Damper Controls, Leaks or Breaks in Sheet Metal, Duct Board, and Flex Duct including Vapor Barrier from heating and/or air conditioning unit(s) including registers or grills.
- c. Refrigerant: up to \$10 per pound per occurrence. Customer is responsible for payment of any costs in excess of \$10 per pound.

**NOT COVERED:** Outside or Underground Piping, Well Pump, and Well Pump Components for Geothermal and/or Water Source Heat Pump; Window Units; Water Towers; Chillers; Chiller Components, Water Lines.

**EXPENSES NOT COVERED:** Legally Mandated Diagnostic Testing when replacing Cooling Equipment.

**NOTE:** Coverage is available on Air Conditioning Units up to a five (5) ton capacity. WE will cover access, diagnosis, and replace Air Conditioning Systems that are necessary or required upgrades for system efficiency except: (1) costs associated with plenums and refrigerant line sets and (2) any other Air Conditioning specific limitations and exclusions in this contract. A “necessary or required upgrade” is a replacement improving manufacturer specification energy efficiency or system performance due to circumstances beyond the control of YOU or US (such as inability to obtain parts/equipment or government mandated system modifications).

### **2. HEATING INCLUDING DUCTWORK**

**COVERED:** All components and parts of the following Heating Systems: Thermostat; Forced Air (gas, electric, oil); Geothermal; Wall Mounted Heaters; Floor Furnaces; Package Units; Heat Pumps; Mini-Splits; Hot Water or Steam Circulating Heat; Electric Baseboard; Permanently Installed Room Heaters; Cable Heat (only if it is main source of heat to the home or room). With regard to Ductwork, except as otherwise noted herein, the following are covered: Plenums; Dampers; Damper-only Controls; Leaks or Breaks in Ductwork (sheet metal, duct board, and flex duct including vapor barrier) from Heating Unit(s) including Registers or Grills.

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NOT COVERED: Outside or Underground Piping, Well Pump, and Well Pump Components for Geothermal and/or Water Source Heat Pump – Fuel Storage Tanks, Portable Units, Fireplace, Grain, Pellet, or Wood Heating Units (even if only source of heating).

EXPENSES NOT COVERED: Legally Mandated Diagnostic Testing when replacing Heating Equipment.

NOTE: Coverage is available on Heating Units up to a sixty thousand (60,000) BTU capacity. WE will cover access, diagnosis, and replace Heating Systems that are necessary or required upgrades for system efficiency except: (1) costs associated with plenums and (2) any other Heating specific limitations and exclusions in this contract. A “necessary or required upgrade” is a replacement improving manufacturer specification energy efficiency or system performance due to circumstances beyond the control of YOU or US (such as inability to obtain parts/equipment or government mandated system modifications).

### 3. **ELECTRICAL**

COVERED: All components and parts, including Direct Current (D.C.) Wiring, Lighting Fixtures, and Built-in Exhaust/Vent/Attic Fans.

NOT COVERED: Audio Systems; Video Systems; Computers and Related Equipment; Intercoms and Units Connected to Intercoms; Alarms and Security Systems and Components; Telephone and Fax Equipment and Wiring; Face Plates, Any damage caused by circuit overload.

### 4. **PLUMBING**

COVERED: Leaks and Breaks of Water, Drain, Gas, Waste or Vent Lines. Toilets and related mechanisms; Toilet Wax Ring Seals; Faucets, Shower Heads, Shower Arms, Valves for Shower, Tub, and Diverter; Angle Stops, Risers and Gate Valves (similar features of finish and style used when replacement is necessary); Hose Bibs; Basket Strainers; Permanently Installed Sump Pumps (ground water only); Built-in Bathtub Whirlpool Motor, Pump, and Air Switch Assemblies; Pressure Regulators; Expansion Tanks; Sewage Ejector Pump (septic system sewage ejector are not covered); Clearing of Mainline Drain and Sewer Stoppages through an accessible cleanout up to 100 feet from an access point; Clearing of Lateral Drain Line stoppages up to 100 feet from an access point including accessible cleanout, p-trap, drain or overflow access points.

NOT COVERED: Stoppages caused by collapsed, damaged or broken drain, vent or sewer lines outside the home's main foundation, lines broken, infiltrated or stopped by roots or foreign objects, even if within the home's main foundation. Bathtubs; Sinks; Showers; Shower Enclosures and Base Pans; Toilet Lids and Seats; Jets; Caulking or Grouting; Septic Tanks; Water Filtration and/or Purifications Systems; Holding or Storage Tanks; Saunas or Steam Rooms. Costs to locate or access cleanouts not found or inaccessible, or to install cleanouts; and access through roof vents.

NOTE: Where covered repairs require access to plumbing, WE will provide coverage for access to plumbing only through unobstructed walls, ceilings or floors, and will return access openings to a rough finish.

### 5. **WATER HEATERS (GAS AND/OR ELECTRIC)**

COVERED: All components and parts, including Tankless Water Heaters and Circulating Pumps; Water Heaters installed twelve (12) years or less from the manufacture date until the failure report date. All Water Heaters have a rating plate that lists the model and serial numbers which act as decoders to the year of manufacture.

NOT COVERED: Auxiliary and Secondary Holding or Storage Tanks; Noise; Fuel Storage Tank and Energy Conservation Unit; Vents and Flues; Solar Components; Drain Pans and Drain Lines; Anode Rods (these could be considered consumable as they typically last approximately 5 years. If they fail and are not replaced, it will cause the tank to rust at a much faster rate).

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**CAUSES OF DAMAGE NOT COVERED: Rust due to YOUR failure to replace the Anode Rod as specified by the Manufacturer. Water heaters need regular routine maintenance, Manufacturers generally recommend annual or semi-annual maintenance or follow YOUR manufacturer's recommendations.**

**6. GARBAGE DISPOSALS**

COVERED: All components and parts.

CAUSES OF DAMAGE NOT COVERED: Problems, including jams caused by bones, glass, grease, or foreign objects other than food.

**7. INSTANT HOT/COLD WATER DISPENSERS**

COVERED: All components and parts.

**8. DOORBELLS**

COVERED: All components and parts.

NOT COVERED: Doorbells that are part of an Intercom System.

**9. SMOKE DETECTORS**

COVERED: Battery operated and hardwired units.

NOT COVERED: Batteries.

**10. CEILING FANS**

COVERED: All components and parts.

**11. CENTRAL VACUUMS**

COVERED: All components and parts.

NOT COVERED: Removable Hoses and Accessories. Costs associated with access and closing through floors, walls, and ceiling when locating or repairing a malfunction.

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**F. HOME APPLIANCES PLAN**

WE will pay up to the listed amount on the Declarations Page during the most recent twelve (12) months for any required repair or replacement of any of the covered Home Appliance Categories below. Customer is responsible for payments of any costs in excess of the limit of OUR liability for any required repair or replacement of an Appliance in an Appliance Category and for the Trade Service Call Fee listed on the Declarations Page.

**1. REFRIGERATORS**

COVERED: Ice Makers; Beverage Dispensers; all components and parts, including integral freezer units.

NOT COVERED: Racks; Shelves; Lighting and Handles; Freon; and Related Equipment; Interior Thermal Shelves; Doors; Door Seals and Gaskets; Hinges; Glass; Leveling and Balancing; Audio-Video and Internet Connectivity Components; Food Spoilage; Filters.

ITEMS NOT COVERED: Wine Chillers.

**2. CLOTHES WASHERS**

COVERED: All components and parts.

NOT COVERED: Noise; Plastic Mini-tubs; Filter Screens; Soap Dispensers; Knobs and Dials; Doors; Door Seals; Hinges; Glass; Leveling and Balancing; Damage to Clothing or Other Contents.

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3. **CLOTHES DRYERS**

COVERED: All components and parts.

NOT COVERED: Noise; Venting; Lint Screens; Knobs and Dials; Doors; Door Seals; Hinges; Glass; Leveling and Balancing; Damage to Clothing or Other Contents.

4. **RANGES/OVENS/COOKTOPS/ (GAS OR ELECTRIC; BUILT-IN OR FREE STANDING)**

COVERED: All components and parts.

NOT COVERED: Clocks, unless it affects the cooking function of the unit; Meat Probe Assemblies; Racks; Baskets; Rollers; Hinges; Handles; Glass; Sensi-heat Burners will only be replaced with standard burners.

5. **DISHWASHERS**

COVERED: All components and parts.

NOT COVERED: Racks; Baskets; Rollers; Hinges; Handles; Doors; Door Gaskets.

CAUSES OF DAMAGE NOT COVERED: Damage cause by contents during operation.

6. **BUILT-IN MICROWAVE OVENS**

COVERED: All components and parts.

NOT COVERED: Accessory Equipment such as Meat Probe Assemblies; Glass; Trays or Shelves; free standing microwaves.

7. **TRASH COMPACTORS**

COVERED: All components and parts.

8. **GARAGE DOOR OPENERS**

COVERED: All components and parts.

NOT COVERED: Garage Door; Door Track Assemblies; Hinges; Springs and any other item that is present when a Garage Door does not have an automatic opener; Sensors, Chains, Rollers; Remote receiving and/or transmitting devices.

9. **FREE STANDING ICE MAKERS & FREEZERS**

COVERED: All components and parts.

10. **BUILT-IN FOOD CENTERS**

COVERED: All components and parts.

NOT COVERED: Removable accessories.

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**G. OPTIONAL COVERAGE CATEGORIES**

Optional coverage may be purchased at the beginning of the contract without inspection. After a contract is purchased, Optional coverage may be purchased given OUR approval. An inspection may be required, at the customer's expense, before optional coverage is approved.

1. **WINE ROOM AND WINE CHILLERS.**

COVERED: Wine Chillers; Wine Room Refrigeration and Humidification Equipment.

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NOT COVERED: Damage to Contents; Water Line Blockage.

## 2. **POOL AND/OR INGROUND SPA EQUIPMENT**

Shared equipment is covered, and if equipment is not shared, then the two separate items will each be covered.

**COVERED:** Above ground components and parts of the heating, pumping, and filtration system including: Pool Sweep Motor and Pump; Pump Motor; Blower Motor and Timer; Plumbing Pipes and Wiring; Plumbing; Electrical; Heat Pump.

**NOT COVERED:** Portable or above ground Spas or Hot Tubs; Costs of gaining access to Pool and Spa Equipment; Lights; Liners; Jets, Ornamental Fountains and Waterfalls including their Pumping Systems; Auxiliary Pumps; Pool Cover and Related Equipment; Fill Line and Fill Valves; Built-in detached Cleaning Equipment including: Pool Sweeps, Pop-up Heads, Turbo Valves, Skimmers, Chlorinators, and Ionizers; Fuel Storage Tanks; Disposable Filtration Mediums; Multi-media Centers; Dehumidifiers; Salt Water Generators and related components.

## 3. **WELL PUMP**

**COVERED:** All components and parts of Well Pump utilized as a source of water to the home, including access, diagnosis and repair.

**NOT COVERED:** Above or underground Piping, Cable or Electrical Lines leading to or from the Well Pump, including those that are located within the Well Casing; Well Casings; Pressure Switches not located on the Pump; Holding or Storage Tanks; Pressure Tanks; Booster Pumps; Re-drilling of Wells; Well Pump and all Well Pump components for Geothermal and/or Water Source Heat Pumps; Radon or other water quality issues (e.g. Radon sediment); Well Pumps installed more than 12 years from the manufacture date until the failure report date. Date of manufacture can be found within the product serial numbers and decoded based upon the manufacturer.

## 4. **WATER SOFTENER**

**COVERED:** All components and parts.

**NOT COVERED:** Leased or Rented Units; Softening Agents.

## 5. **SEPTIC SYSTEM**

**COVERED:** Sewage Ejector Pump; Jet Pump; Aerobic Pump; Septic Tank Line from the house.

**NOT COVERED:** Leach, Lateral and Field Lines; Tile Fields; Leach Beds; Capacity Insufficiency; Clean Out; Pumping.

## 6. **GUEST UNIT**

**COVERED:** All applicable Appliances in the Appliance Category or Systems in the Home System Category included in YOUR contract.

## 7. **GUEST HOUSE**

**COVERED:** All applicable Appliances in the Appliance Category or Systems in the Home System Category included in YOUR contract.

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## **H. LIMITATIONS AND EXCLUSIONS**

The following limitations and exclusions apply.

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## General Exclusions from Coverage

1. This contract does not cover:
  - a. Routine maintenance; YOU are responsible for providing maintenance and cleaning of covered items as specified by the manufacturer. If requested by US, YOU will provide records of maintenance and repair.
  - b. Flues, venting, chimneys, and exhaust lines;
  - c. Repair or remediation of cosmetic defects;
  - d. Electronic, computerized, or home management systems; (any system or appliance not listed in sections E through G above)
  - e. Radon monitoring systems, fire sprinkler systems, and solar systems and components;
  - f. Repair, replacement, installation, or modification of any component or part thereof, that has been, or is, determined to be defective by the Consumer Product Safety Commission or for which a manufacturer has issued, or issues, a warning, recall, or determination of defect; or
  - g. Systems or appliance upgrades, or repairs or replacements required because of:
    - i. malfunction due to missing components, parts, or equipment;
    - ii. malfunction due to lack of capacity in the existing system or appliance;
    - iii. malfunction due to under or oversized systems in relation to the square footage of the area being heated or cooled; or
    - iv. changes in any federal, state, or local laws, regulations or ordinances, utility regulations, or building or zoning code requirements, except as otherwise specified in this contract.
2. WE are not responsible or liable for performing service, or paying remediation costs, involving hazardous or toxic materials.
3. In regard to mold, mildew, bio-organic growth, rot, fungus, or pest damage, WE are not responsible or liable for:
  - a. Damages from such causes;
  - b. Diagnosis, removal or remediation of such conditions; or
  - c. Repairs or replacements necessitated by such causes.
4. WE are not responsible or liable for repairs or replacements when the malfunction is due to:
  - a. Misuse, abuse, or mistreatment, including but not limited to: removal of parts and damage by people, pests, or pets;
  - b. Accidents, fire, freezing, water damage, electrical failure or surge, or excessive or inadequate water pressure;
  - c. Lightning, mud, earthquake, soil movement, storms, or acts of God; or
  - d. A manufacturer's improper design, improper materials or formulations, a defective manufacturing process, or other manufacturing defects.

## Partial Exclusions from Coverage and Certain Additional Fees

1. Except as otherwise specified in this contract, WE are not responsible or liable for:

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- a. Providing or closing access to covered items;
  - b. Costs of construction, carpentry, or other modifications necessary to remove, relocate, or install equipment; or
  - c. Restoration of any wall or floor coverings, cabinets, counter tops, tiling, paint, or any other collateral fixtures.
2. You may be charged an additional fee by the Service Contractor if cranes or lifting equipment are needed to install or remove any equipment; WE are not responsible for such expenses.

#### **General Limitations of Liability**

1. WE are not liable for any violations of federal, state and local laws, regulations or guidelines prior to the beginning of the contract term and will not perform repairs or replacements that violate any current federal, state and local laws, regulations or guidelines.
2. WE are not responsible or liable for secondary, incidental, and/or consequential loss or damage resulting from the malfunction of any covered item, or a Service Contractor's neglect or delay in providing, or failure to provide, repair or replacement of such item, including, but not limited to: food spoilage, loss of income, utility bills, additional living expenses, personal and/or property damage.
3. WE are not responsible or liable for any delay in service or failure to provide service caused by conditions beyond OUR Control.
4. YOU will be in breach of this contract if YOU threaten to harm or actually harm:
  - a. The safety or well-being of either an Armis, LLC employee or contractor, a Service Contractor; or
  - b. Any property of OUR's or the Service Contractor.

In the event YOU breach this or any other obligation under this contract, WE may refuse to provide service to YOU and may cancel this contract.

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#### **I. SHARED SYSTEMS AND APPLIANCES**

1. If this contract is for a duplex, triplex, or fourplex dwelling, then all units within the dwelling must be covered individually. Shared systems and appliances will not be covered unless each individual unit is separately covered by a valid, current contract covering the particular shared system and/or appliance.
2. If this contract is for a multi-unit dwelling other than those specified in Section I.1, then only items contained within the confines of each individual unit are covered. Shared systems and appliances are not covered.
3. Except as otherwise specifically provided in this contract, shared systems and appliances are not covered.

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#### **J. CANCELLATION**

1. This contract may be cancelled by US for the following reasons:
  - a. Non-payment of contract fees or other breach of this contract by the customer;
  - b. Fraud or misrepresentation by the customer and/or customer representative of facts material to OUR issuance of this contract; or
  - c. A change in laws or regulations that has a material effect on the business of Armis, LLC or OUR ability to fulfill OUR obligations under this contract.
2. This contract may be non-renewed by US for any reason provided. We will notify you in writing at least sixty (60) days before the scheduled renewal date of YOUR contract.

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3. The customer may cancel this contract at any time and for any reason.
4. If the contract is cancelled within the first thirty (30) days of the issuance of the initial contract by either party:
  - a. If WE have not provided any services, the customer will receive a full refund of all contract fees paid;
  - b. If WE have provided services and the amount of the service costs incurred by US is less than the contract fees paid, YOU will receive a refund of the contract fees paid, less the service costs incurred by US.
5. If the contract is cancelled after the 30th day following the issuance of the initial contract by either party:
  - a. If WE have not provided any services, the customer will receive a pro rata refund of the contract fees paid for the current contract period less a fifty dollar (\$50.00) administrative fee.
  - b. If WE have provided services and the amount of the service costs incurred by US is less than the contract paid during the current contract period, the customer will receive a pro rata refund of the current contract fees paid for the unexpired contract term, less a fifty dollar (\$50.00) administrative fee and any service costs incurred by US.
  - c. If WE have provided services and the amount of the service costs incurred by US during the current contract period is greater than the contract fee paid during the current contract period, there shall be no refund.

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## K. MISCELLANEOUS

The obligations of US under the Contract are backed by the full faith and credit of Armis, LLC.

**DISPUTES:** Any legal dispute between YOU and US relating to this CONTRACT may be resolved by arbitration. To begin arbitration, either YOU or WE must make a written demand for arbitration within sixty (60) days of OUR final decision. The arbitration will take place before a single arbitrator. It will be administered in keeping with the Conditionally Binding Arbitration Rules ("Rules") of the Better Business Bureau ("BBB") in effect when the Claim is filed. You may get a copy of the BBB's Rules by contacting the BBB at 3801 E. Florida Avenue, Suite 350, Denver CO 80210, by phoning 303-758-2100, or by visiting [www.bbb.org](http://www.bbb.org). You agree that any arbitration proceeding or litigation will only consider YOUR Claims. Claims by, or on behalf of, other individuals will not be arbitrated or litigated in any proceeding that is considering YOUR Claims. In the event of litigation involving this CONTRACT, venue shall be in the courts of Jefferson County, Colorado. Please refer to the "Individual State Variance Requirement" at the end of YOUR CONTRACT for any added requirements in YOUR state. YOU and WE specifically agree to waive and forever give up the right to have any disputes resolved by a trial by jury.

**CLASS ACTION WAIVER:** Any Claim must be brought in the parties' individual capacity, and not as a plaintiff or class member in any purported class, collective, representative, multiple plaintiff, or similar proceeding ("Class Action"). The parties expressly waive any ability to maintain any Class Action in any forum. Any claim that all or part of this Class Action Waiver is unenforceable, unconscionable, void, or voidable may be determined only by a Court of competent jurisdiction and not by an arbitrator. **THE PARTIES UNDERSTAND THAT THEY WOULD HAVE HAD A RIGHT TO BE PARTY TO A CLASS OR REPRESENTATIVE ACTION, HOWEVER, THEY UNDERSTAND AND CHOOSE TO HAVE ANY CLAIMS DECIDED INDIVIDUALLY, THROUGH ARBITRATION.**

**SEVERABILITY.** All provisions of this Agreement shall be considered as separate terms and conditions, and in the event any one shall be held illegal, invalid or unenforceable, all other provisions hereof shall remain

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in full force and effect as if any such illegal, invalid, or unenforceable provision were not a part hereof, unless the provision held illegal, invalid or unenforceable is a material provision of this Agreement, in which case, WE and YOU agree to appropriately amend this Agreement with replacement provisions containing mutually acceptable terms and conditions.

**ENTIRE AGREEMENT.** This Agreement, together with all exhibits, schedules and amendments hereto, constitutes the entire agreement between WE and YOU with respect to the subject matter hereof, and supersedes all prior and contemporaneous understandings and agreements between the parties concerning the subject matter hereof, whether oral or written. No waiver, modification, alteration or amendment of any of the terms and conditions hereof shall be effective unless and until set forth in writing duly signed by an officer of US and YOU.

SAMPLE

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